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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GERD THIELEBEULE,

ECF CASE

Plaintiffs,

Case No. 04 CV 8460(RJH)(THK)

-against-

**REPLY TO  
COUNTERCLAIMS**

GERMANISCHER LLOYD (U.S.A.), INC. and  
GERMANISCHER LLOYD, AG,

Defendants.

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Plaintiff Gerd Thielebeule by his attorneys, Vandenberg & Feliu, LLP, as  
and for his Reply to the Counterclaims of Defendants Germanischer Lloyd (U.S.A.), Inc.  
and Germanischer Lloyd, AG (“Counterclaims”), alleges as follows:

1. Denies each and every allegation of Paragraph 89 of the Counterclaims.
2. Denies each and every allegation of Paragraph 90 of the Counterclaims.
3. Denies each and every allegation of Paragraph 91 of the Counterclaims.
4. Denies each and every allegation of Paragraph 92 of the Counterclaims.
5. Admits that Plaintiff was at all relevant times acting at the request of and

for the benefit of Defendants, but except as thus admitted, denies each and every allegation in  
Paragraph 93 of the Counterclaims.

6. Admits that Plaintiff was the sole signatory on business banking accounts  
in Algeria, but except as thus admitted, denies each and every allegation in Paragraph 94 of the

Counterclaims.

7. Admits that Plaintiff entered into a written trust agreement dated on or about July 5, 2002, but except as thus admitted, denies each and every allegation in Paragraph 95 of the Counterclaims.
8. Denies each and every allegation of Paragraph 96 of the Counterclaims.
9. Admits that Defendants terminated Plaintiff from their employ on or about September 30, 2003, but except as thus admitted, denies each and every allegation in Paragraph 97 of the Counterclaims.
10. Denies each and every allegation of Paragraph 98 of the Counterclaims and denies each and every allegation of each of subparagraphs (A) through (E) thereof.
11. Denies each and every allegation of Paragraph 99 of the Counterclaims.
12. Denies each and every allegation of Paragraph 100 of the Counterclaims and denies each and every allegation of each of subparagraphs (a) through (c) thereof.
13. Denies knowledge and information sufficient to form a belief as to the allegations of Paragraph 101 of the Counterclaims and respectfully refers questions of law to the Court.
14. Repeats and realleges each and every response set forth in paragraphs 1 to 13 above as if set forth fully herein.
15. Denies each and every allegation of Paragraph 102 of the Counterclaims.
16. Denies each and every allegation of Paragraph 103 of the Counterclaims.
17. Denies each and every allegation of Paragraph 104 of the Counterclaims.
18. Denies each and every allegation of Paragraph 105 of the Counterclaims.

19. Denies each and every allegation of Paragraph 106 of the Counterclaims and denies each and every allegation of each of subparagraphs (a) through (b) thereof.

20. Repeats and realleges each and every response set forth in paragraphs 1 to 19 above as if set forth fully herein.

21. Denies knowledge and information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 109 of the Counterclaims, and denies each and every allegation of the second sentence of Paragraph 109 of the Counterclaims.

22. Denies each and every allegation of Paragraph 110 of the Counterclaims.

23. Denies each and every allegation of Paragraph 111 of the Counterclaims.

24. Denies each and every allegation of Paragraph 112 of the Counterclaims.

25. Denies knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 113 of the Counterclaims.

26. Denies each and every allegation of Paragraph 114 of the Counterclaims.

27. Denies each and every allegation of Paragraph 115 of the Counterclaims.

28. Denies each and every allegation of Paragraph 116 of the Counterclaims.

29. Denies each and every allegation of Paragraph 117 of the Counterclaims.

30. Denies knowledge and information sufficient to form a belief as to the allegations of Paragraph 118 of the Counterclaims and respectfully refers questions of law to the Court.

31. Denies each and every allegation of the ad damnum clause of the Counterclaims.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

32. The Counterclaims fail to state a cause of action for which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

33. Another action is currently pending in the United States District Court for the Southern District of New York between Plaintiff and Defendants, in which Defendants, as Plaintiffs therein, brought claims against Plaintiff identical to those alleged as Defendants' Counterclaims herein.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

34. The Counterclaims are barred by the doctrine of unclean hands.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

35. The Counterclaims are barred by the doctrine of laches.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

36. The Counterclaims are barred by estoppel.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

37. Plaintiff was at all relevant times acting at the request of and for the benefit of Defendants.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

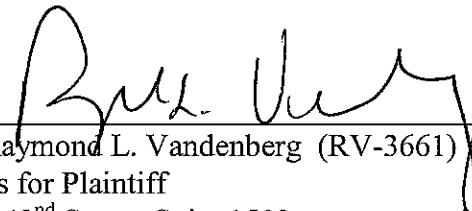
38. Defendants were at all relevant times aware of and consented to Plaintiff's actions as alleged in the Counterclaims. Therefore, Defendants have waived any rights to complain of Plaintiffs actions.

WHEREFORE, Plaintiff Gerd Thielebeule respectfully demands entry of judgment dismissing the Counterclaims of Defendants Germanischer Lloyd (U.S.A.), Inc. and Germanischer Lloyd, AG; awarding Plaintiff the relief requested in his Complaint; and awarding Plaintiff such other and further relief as to the Court shall seem just and proper.

Dated: New York, New York  
January 14, 2005

VANDENBERG & FELIU, LLP

By: \_\_\_\_\_

  
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